



UNITED STATES MARINE CORPS
MARINE CORPS AIR STATION
POSTAL SERVICE CENTER BOX 8003
CHERRY POINT, NORTH CAROLINA 28533-0003

AirStaO 5760.2A
MCCS
12 Dec 02

AIR STATION ORDER_5760.2A

From: Commanding General, Marine Corps Air Station, Cherry Point
To: Distribution List

Subj: PRIVATE ORGANIZATIONS

Ref: (a) DoD 5500.7-R
(b) DoD Instruction 1000.15 (NOTAL)

Encl: (1) Sample Letter Requesting Establishment of Private Organization
(2) Memorandum of Agreement (Insurance Required)
(3) Memorandum of Agreement (Insurance Not Required)
(4) Review Checklist for Private Organizations
(5) Sample Financial Statement
(6) Waiver of Liability and Assumption of Risk Agreement
(7) Authorized Support for Private Organizations

1. Situation. Private organizations are generally self-sustaining (primarily through dues, contributions, service charges, fees, or special assessments of members), and Non-Federal entities, incorporated or unincorporated, which are operated on DoD installations with the written consent of the installation commander or higher authority, by individuals acting outside the scope of any official capacity as officers, employees, or agents of the Federal Government. Private organizations are entities operated for the primary benefit and enjoyment of military personnel and their family members.

2. Cancellation. AirStaO P5760.2.

3. Mission. To provide instructions and guidance regarding the authorization and operation of private organizations aboard MCAS Cherry Point.

4. Execution

a. Commander's Intent and Concept of Operations

(1) Commander's Intent. Private organizations must obtain authorization to operate aboard MCAS Cherry Point from the CG. The Assistant Chief of Staff (AC/S), Marine Corps Community Services

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(MCCS), is delegated authority to administer all matters related to private organizations aboard the Air Station.

(2) Concept of Operations

(a) Submit a letter enclosure (1), to the AC/S MCCS requesting authority to operate. Enclosures (2) or (3) must be signed by a duly appointed officer of the organization and submitted to the AC/S MCCS (Attn: Admin Officer).

(b) Submit updated insurance policy when changes are required and 30 days written notice prior to the termination of an existing policy to the AC/S MCCS.

(c) Maintain records documenting compliance with enclosure (4) to be used in MCAS reviews.

(d) Each private organization will submit an annual financial statement as of 31 December of each year. Reports will be submitted within 60 days after the end of the year (by 1 March). The financial statement will be submitted in the format outlined in enclosure (5), except that activities desiring to submit audit reports prepared by certified auditors and/or accountants may submit their reports as prepared. In all cases, the financial statements must be certified by the person(s) conducting the audit.

(e) Provide an updated listing of Organization Officers with addresses and daytime phone numbers within 10 days of change to AC/S, MCCS (Attn: Admin Officer).

(f) Prior to disestablishment, and/or disposal of residual assets and liabilities, forward a letter to the AC/S MCCS providing notice of plans for dissolution and means of disposing of residual assets and liabilities. All currently authorized private organizations must submit a new request to operate aboard the Air Station within 60 days of notification by AC/S MCCS, ensuring compliance with the new policies and requirements of this Order.

(g) Private organizations are not entitled to sovereign immunity and privileges accorded to Federal entities and instrumentalities, and are not to be treated as such. In order to avoid conflicts of interest and unauthorized expenditures of appropriated, commissary surcharge, or nonappropriated funds.

(h) There shall be no financial assistance to a private organization from a Nonappropriated Fund Instrumentality (NAFI) in the form of contributions, repairs, services, dividends, or other donations of money or other assets.

(i) Adequate insurance, as deemed appropriate by AC/S MCCS, shall be secured in order to protect against public liability and property damage claims or other legal actions that may arise as a result of activities of the organization or one or more of its members acting in its behalf. The review of insurance policies is limited solely to determining whether the interests of the U.S. Government are adequately protected. If AC/S MCCS, determines that the interests of the U.S. Government can be adequately protected without the private organization obtaining insurance, the private organization may be relieved of the obligation to obtain insurance, provided, each member of the private organization signs a Waiver of Liability and Assumption of Risk Agreement as provided in enclosure (6).

(j) Private organizations are not NAFI, nor is there an official relationship between their activities and those of DoD personnel who are members and/or participants. Personal and professional participation in private organizations by DoD employees is governed by reference (a).

(k) Income shall not accrue to individual members except through wages and salaries as employees of the private organization or as award recognition for service rendered to the private organization or military community.

(l) Authorized private organizations may be permitted to utilize Air Station facilities, services, and equipment whenever consistent with the military mission and otherwise in conformance with applicable laws, regulations and installation procedures. Authorized support for private organizations is outlined in enclosure (7). A letter of request must be submitted 30 days in advance of event.

(m) Due to the limited scope of their activities, informal funds (e.g., office coffee fund or flower funds) may be established and operated with permission from the officer exercising general court-martial jurisdiction over the unit or organization concerned. The following guidelines apply:

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1 Membership will be voluntary and normally limited to a small group of employees.

2 Income shall be limited to amounts required to support the fund.

3 Accumulation of funds in excess of \$100.00 is prohibited.

(n) Private organizations authorized per this Order are subject to the following restrictions:

1 Activities conducted will not prejudice or discredit the interests of the Marine Corps or other government agencies.

2 To prevent the appearance of an official sanction or support, a private organization shall not use any of the following in its title or letterhead: name, abbreviation, seal, logo, insignia, or the like, used by any DoD component to identify any of its programs, locations, or activities.

3 Membership discrimination based on race, color, sex, creed, or national origin is prohibited. Establishment of cultural, ethnic, or religious private organizations is allowed, provided that membership is not restricted or discriminatory on the above basis.

4 Private organizations will not engage in resale of activities except through:

a Whistle Stop.

b Cherry Tree Sampler.

c Occasional sales for fundraising purposes, such as dances, bake sales, etc., as approved by the CG.

(o) Exceptions to the above restrictions will only be approved by AC/S MCCS if:

1 NAFI, such as the military exchanges, cannot provide the product.

2 Merchandise is sold only to members and is directly related to the purpose and function of the private organization.

3 There is full compliance with the references.

(p) Private organizations subject to this Order must formally create a written constitution, by-laws, charter, articles of agreement, or other functional equivalent, acceptable to AC/S MCCS, that delineates the nature, functions, and objectives of the private organization. This documentation must also:

1 Establish the nature, function, and objectives of the organization to include a description of membership eligibility.

2 Detail management responsibilities, to include the accountability for assets, satisfaction of liabilities, disposition of any residual assets on dissolution, and other matters that show responsible financial management.

3 Acknowledge that personal, financial responsibility for debts and liabilities of the organization is possible and will be governed by North Carolina State law.

4 Establish procedures for periodic audits by private audit firms or officials of the organization, association, or club.

5 Reflect that a reserve of operating capital, with a maximum of \$3,000, may be retained by the respective private organization at the end of the operating year. (Note: Since this is a new requirement, current authorized private organizations with reserves in excess of \$3,000 have until 30 Dec 2003 to reduce their reserve to no more than \$3,000.)

6 Reflect the policies and requirements outlined in this Order.

(q) The discontinuance of a private organization may be based on the initiative of the membership or a decision by AC/S MCCS.

(r) Private organizations will ensure compliance with applicable fire and safety regulations, environmental laws, local, State, Federal tax codes, and any other applicable statutes and regulations.

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b. Tasks

(1) Commanding Officers and Officers-in-Charge

(a) Review the operation of informal funds as detailed in paragraph 4.a(2)(m) of this Order and ensure compliance.

(b) Ensure widest dissemination of the contents of this Order.

(2) AC/S MCCA

(a) Provide oversight for private organizations operating aboard the Air Station to include their establishment and discontinuance.

(b) Review all requests for support and approve/disapprove based on governing regulations and availability of resources.

(c) Conduct periodic reviews of all private organizations to ensure that the membership provisions and purposes continue to apply, thereby, justifying continuance on the Air Station. Reviews will also ensure compliance with enclosure (4).

(d) Provide an updated list annually of all authorized private organizations to the Joint Public Affairs Office and the Staff Judge Advocate's Office.

(3) Joint Public Affairs

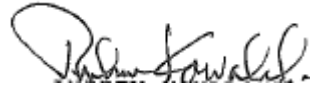
(a) Review and approve all fundraising requests.

(b) Notify AC/S MCCA, of any approved requests for fundraising from chartered private organizations.

4. Administration and Logistics. The CG, 2d MAF and the CO's, NAVHOSP, NADEP and CSSD-21 concur with this Order insofar as it pertains to members of their command.

5. Command and Signal

- a. Signal. This Order is effective the date signed.
- b. Command. This Order is applicable to Marine Corps Reserve.



ANDREW KOWALSKI
Chief of Staff

DISTRIBUTION: A

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SAMPLE LETTER REQUESTING
ESTABLISHMENT OF PRIVATE ORGANIZATION

ORGANIZATION
ADDRESS

Date

From: President/Secretary or individual desiring to establish
Private Organization

To: Commanding General (Assistant Chief of Staff, Marine Corps
Community Services), Marine Corps Air Station, Cherry Point,
North Carolina 28533-0009

SUBJ: REQUEST TO ESTABLISH A PRIVATE ORGANIZATION ABOARD MCAS CHERRY
POINT

Ref: (a) AirStaO 5760.2A

Encl: (1) Proposed Constitution
(2) Proposed By-Laws and/or Articles of Agreement

1. Per the reference, (name of organization) requests authority to
operate as a private organization aboard Marine Corps Air Station,
Cherry Point.
2. The purpose of the activity is as follows: (Describe briefly).
3. The following facilities and services are requested:
4. The following elected officials may be contacted: (Names,
addresses and daytime telephone numbers).
5. Enclosures (1) and (2) are forwarded for review and approval.
6. I understand that after review of enclosures (1) and (2), if
deemed appropriate, adequate insurance will be secured by this
organization. If it is determined that insurance is not necessary,
then a Waiver of Liability and Assumption of Risk Agreement will be
signed by all members.

Signature

ENCLOSURE (1)

MEMORANDUM OF AGREEMENT
(INSURANCE REQUIRED)
BETWEEN
MARINE CORPS AIR STATION,
CHERRY POINT, NORTH CAROLINA
AND
(NAME OF ORGANIZATION)

1. Purpose. The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Air Station, Cherry Point. For the purpose of this agreement, Marine Corps Air Station, Cherry Point will hereinafter be referred to as MCAS and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCAS representative for this agreement is the Assistant Chief of Staff, Marine Corps Community Services (AC/S M CCS).

2. Terms And Agreements Of Agreement

a. MCAS Hereby Agrees. That upon request, within capabilities, to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

b. (Name of Organization) Hereby Agrees:

(1) That in the event of mobilization, or other emergencies, MCAS retains the right to terminate this agreement without advance notice to (Name of Organization).

(2) That MCAS retains the right to bar persons who violate Federal Regulations pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct.

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, health and safety, solicitation of funds or commerce, and conduct while aboard MCAS.

(4) To reimburse MCAS for damages to government property caused by members of (Name of Organization). (Name of Organization) further

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agrees that MCAS will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To provide third-party personal injury liability insurance and name the Commanding General, Marine Corps Air Station, Cherry Point as an additional insured party under any such insurance policy. The aforesaid policy is to protect the United States against liability arising out of or incident to (Name of Organization) activities or its use of facilities or equipment incident thereto.

(6) That all insurance required by this agreement shall be in such form, for such amounts, and for such periods of time as MCAS may require. A certificate of insurance or a certified copy of each policy of insurance taken out hereunder shall be submitted to, and approved by, the MCAS representative prior to use of MCAS premises, facilities, and equipment. (Name of Organization) further agrees to provide written notice 30 days prior to the termination of existing insurance policies.

(7) To not engage in activities that compete with those of any NAFI aboard MCAS.

(8) To submit amendments to (Name of Organization) constitution, by-laws, or articles of agreement to the MCAS representative for review prior to enactment of any changes.

(9) To limit membership to not more than one-third civilian personnel of the total membership strength.

(10) To request the use of clubs, meeting rooms, or other accommodations from the MCAS representative at least 30 days in advance.

(11) To include an acknowledgement in (Name of Organization) constitution, by-laws, or articles of agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by North Carolina State Law.

(12) That mere membership in (Name of Organization) does not confer the privilege of using MCAS facilities. Only (Name of Organization) members authorized to do so in their own right can utilize such facilities.

ENCLOSURE (2)

3. Modifications. Either party to this agreement may initiate agreement reviews and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

4. Effective Date. This Memorandum of Agreement will become effective upon its execution and shall remain in force through (Date) or until the organization is discontinued either upon the initiative of the membership or a decision by the Commanding General (AC/S MCCS).

5. Violations. Violation of any of the terms of this Memorandum Of Agreement give the Commanding General, Marine Corps Air Station, Cherry Point or his/her agent, the authority to cancel this agreement without advance notice to (Name of Organization).

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STEPHEN E. MCNEELEY	NAME
Assistant Chief of Staff	Title
Marine Corps Community Services	(Name of Organization)
By direction of the	(Address)
Commanding General	(City, State, Zip)

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MEMORANDUM OF AGREEMENT
(INSURANCE NOT REQUIRED)
BETWEEN
MARINE CORPS AIR STATION,
CHERRY POINT, NORTH CAROLINA
AND
(NAME OF ORGANIZATION)

1. Purpose. The purpose of this Memorandum of Agreement is to formalize the terms and conditions under which (Name of Organization) will be authorized to operate as a private organization aboard Marine Corps Air Station, Cherry Point. For the purpose of this agreement, Marine Corps Air Station, Cherry Point will hereinafter be referred to as MCAS and (Name of Organization) will hereinafter be referred to as (Name of Organization). Unless otherwise specified, the MCAS representative for this agreement is the Assistant Chief of Staff, Marine Corps Community Services (AC/S MCCS).

2. Terms and Agreements of Agreement

a. MCAS Hereby Agrees:

(1) That upon request, within capabilities, to provide (Name of Organization) the use of clubs, meetings rooms, or other accommodations as appropriate.

(2) To provide, within capabilities, audiovisual equipment support to (Name of Organization) as requested.

b. (Name of Organization) Hereby Agrees:

(1) That in the event of mobilization, or other emergencies, MCAS retains the right to terminate this agreement without advance notice to (Name of Organization).

(2) That MCAS retains the right to bar persons who violate Federal Regulations pertaining to security, fire, safety, and health, solicitation of funds or commerce, and conduct.

(3) To comply with all Federal Regulations pertaining to private organizations on Department of Defense installations to include those pertaining to security, fire, safety, health, solicitation of funds or commerce, and conduct while aboard MCAS.

ENCLOSURE (3)

(4) To reimburse MCAS for damages to government property caused by members of (Name of Organization). (Name of Organization) further agrees that MCAS will not be responsible for damage to (Name of Organization) property caused by the same.

(5) To ensure that all members will sign the Waiver of Liability and Assumption of Risk Agreement prior to participating in any activities aboard MCAS. All waivers must be submitted to the MCCS representative prior to use of MCAS premises, facilities, and equipment.

(6) To not engage in activities that compete with those of any NAFI aboard MCAS.

(7) To submit amendments to (Name of Organization) constitution, by-laws, or articles of agreement to the MCAS representative for review prior to enactment of any changes.

(8) To limit membership to not more than one-third civilian personnel of the total membership strength.

(9) To request the use of clubs, meeting rooms, or other accommodations from the MCAS representative at least 30 days in advance.

(10) To include an acknowledgement in (Name of Organization) constitution, by-laws, or articles of agreement that personal and/or organizational financial responsibility for debts and liabilities of (Name of Organization) is possible and these debts and liabilities will be governed by North Carolina State Law.

(11) That mere membership in (Name of Organization) does not confer the privilege of using MCAS facilities. Only (Name of Organization) members authorized to do so in their own right can utilize such facilities.

3. Modifications. Either party to this agreement may initiate agreement review and/or modifications whenever conditions warrant. Any changes, modifications, or amendments to this agreement shall be in writing and subject to the approval of both parties.

4. Effective Date. This Memorandum of Agreement will become effective upon its execution and shall remain in force through (Date)

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or until the organization is discontinued either upon the initiative of the membership or a decision by the Commanding General (AC/S MCCS).

5. Violations. Violation of any of the terms of this Memorandum of Agreement gives the Commanding General, Marine Corps Air Station, Cherry Point, or his/her agent, the authority to cancel this agreement without advance notice to (Name of Organization).

STEPHEN E. MCNEELEY	NAME
Assistant Chief of Staff	Title
Marine Corps Community Services	(Name of Organization)
By direction of the	(Address)
Commanding General	(City, State, Zip)

REVIEW CHECKLIST FOR PRIVATE ORGANIZATIONS

STANDARD	COMPLIANCE YES/NO	COMMENTS
A. CONSTITUTION		
A.1. Documents meet the requirements of ASO 5760.2A and are available to members.		
A.2. Membership provisions and purposes, upon which the organization was authorized, continue to apply.		
A.3. Documentation indicates members understand their personal liability if the organization's assets are insufficient to discharge all liabilities.		
A.4. Unauthorized names, abbreviations, seals, logos or insignias are not used.		
A.5. Changes to Constitution/ were approved by CG prior to being placed into effect.		
B. MEMBERSHIP		
B.1. Updated listing of Officers, Property Responsible Officer, and Membership is on file.		
B.2. There is not more than one-third civilian personnel of total membership.		
B.3. Antidiscrimination policy/procedures are in effect.		
C. INSURANCE/WAIVER OF LIABILITY		
C.1. Insurance policy, if required, is current and coverage is sufficient.		
C.2. Waiver of Liability and Assumption of Risk Agreement is signed and on file for all members if insurance is not required.		
D. FINANCIAL		
D.1. Organization is primarily self-sustaining through dues, contributions, revenue charges, fees or special assessments of members.		

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REVIEW CHECKLIST FOR PRIVATE ORGANIZATIONS

D.2. Income did not accrue to individuals except for wages, salaries, or as award recognition.		
D.3. NAF monies were not accepted in the form of contributions, repairs, dividends, or other donations.		
D.4. Accurate financial records are submitted yearly to MCCS, to include most recent audit. Financial records will be maintained at all times and available for review.		
D.5. There is compliance with all Local/State/Federal tax codes.		
D.6. There is compliance with all fundraising regulations.		
E. FIRE/SAFETY/ENVIRONMENTAL		
E.1. Copies of inspection reports are on file and all discrepancies corrected.		
E.2. All organization events/activities/meetings comply with fire/safety/environmental regulations.		

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SAMPLE FINANCIAL STATEMENT

(Name of Private Organization)

BALANCE SHEET AS OF 31 December 2001

01 March 2002

(Date
submitted)

	<u>ASSETS</u>	
CASH:		
Petty Cash Fund	<u>\$20.00</u>	
Change Fund	<u>\$25.00</u>	
Checking Account	<u>\$125.72</u>	
Savings Account	<u>\$98.40</u>	
TOTAL CASH		<u>\$269.12</u>
OTHER ASSETS: (Cost less Accumulated Depreciation)		
Resale Merchandise	<u>\$102.00</u>	
Equipment	<u>\$231.00</u>	
Other (specify)		
TOTAL ASSETS OTHER THAN CASH	<u>\$333.00</u>	
TOTAL ASSETS		<u>\$602.12</u>
LIABILITIES AND CAPITAL		
CURRENT LIABILITIES:		
Accounts Payable	<u>\$175.12</u>	
Taxes Withheld	<u>\$19.06</u>	
Other (specify)		
TOTAL LIABILITIES		<u>\$194.18</u>
CAPITAL:		
Operating Capital, 1 Oct 1985	<u>\$510.04</u>	
Increase (Decrease) - (See Schedule 1)	<u>-\$102.10</u>	
Operating Capital, 30 Sep 1986		<u>\$407.94</u>
TOTAL LIABILITIES & CAPITAL		<u>\$602.12</u>

Submitted:

Approved:

Treasurer

President

This Financial Report audited and found to be correct.

Date

Signature of Auditor

ENCLOSURE (5)

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WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of the privilege of allowing myself to participate in (Name of Organization) aboard Cherry Point, and further recognizing the voluntary nature of my participation, I, the undersigned person, intending to be legally bound, hereby promise to waive for myself, my guardians, heirs, executors, administrators, legal representatives and any other persons on my behalf, any rights and claims for damages, demands, and other actions whatsoever, including those attributable to simple negligence, which I may have against any of the following persons or entities: the United States of America; the Department of Defense; the Department of the Navy; the United States Marine Corps; Marine Corps Air Station, Cherry Point, North Carolina; any and all individuals assigned to or employed by the United States, the Department of Defense, including but not limited to the Secretary of Defense; the Secretary of the Navy; the Commandant of the Marine Corps; the Commander, U.S. Marine Forces, Atlantic; the Commander, Marine Corps Air Bases East; and the Commanding General, 2d Marine Aircraft Wing; in both their official and personal capacities, and entities' representatives, successors and assigns; which said injuries arise out of my participation in such activities.

I EXPRESSLY, KNOWINGLY, AND VOLUNTARILY ASSUME THE RISKS ASSOCIATED WITH SUCH ACTIVITIES FOR MYSELF, and agree to hold the United States and the aforementioned parties harmless for any resulting injury. I understand that this assumption of risk agreement shall remain in effect until notice of cancellation is received by the Commanding General, Marine Corps Air Station, Cherry Point, North Carolina. I understand that, should I decline to execute this agreement, I will not be permitted to participate in these activities.

(Signature of Witness)

(Signature of Participant)

Date: _____

(Printed Name of Participant)

ENCLOSURE (6)

AUTHORIZED SUPPORT FOR PRIVATE ORGANIZATIONS

1. General. Minimal logistical support is authorized dependent upon the type of private organization and authority under which organized. There will be no direct financial assistance to a private organization from NAFI in the form of contributions, dividends, or other donations of moneys or other assets, except as specifically authorized by the Secretary of the Navy.

2. Authorized Support for Organizations. The amount and type of support, both reimbursable and nonreimbursable, provided to a private organization varies according to the authority under which it is organized and classified.

a. Support provided to credit unions, banking offices, United Seamen's Service, United Services Organization, and the American Red Cross is governed by separate directives. Provisions of law require specific policies and procedures for these organizations.

b. Intra-station (Class B) telephone service is authorized for all activities subject to reimbursement; however, access to DSN must be specifically approved by the Secretary of Defense.

c. Commercial charges for telephone service are reimbursable when arrangements cannot be made for direct billing of these costs to the private organization.

d. Government-owned equipment may be temporarily loaned or rented on a DoD installation within limits of availability imposed by other mission requirements. However, agreement must be made that costs of repair or restoration upon return of the equipment after temporary use will be borne by the private organization.

3. Facility Support for Organizations

a. The nature of activities conducted by most organizations normally requires only enough space in which to conduct meetings. Reimbursement is not required for any cost incident to the use of such space on an occasional basis, provided that the use will entail no added real property maintenance expense.

b. In situations when a private organization requires exclusive use of installation real property on a full-time basis, an out grant

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document is required. Reimbursement for costs of space occupied, utilities, maintenance, and other support services is required, unless waived by the Commanding General on the basis of cost considerations of uneconomical billing or benefit of the activity in contributing to the welfare of DoD personnel. Extended use of facilities will be coordinated by the Director, Facilities and Maintenance Directorate.

ENCLOSURE (7)